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Agreement

between

the Department of Defense of

the United States of America

and

the Ministry of Defense of the

Federal Republic of Germany

regarding

Liaison Personnel

The Department of Defense of
the United States of America
and
the Ministry of Defense of
the Federal Republic of Germany –

(each referred to herein individually as a "Party" and together as the "Parties"),

in furtherance of the North Atlantic Treaty of 4 April 1949,

based on the Agreement between the Parties to the North Atlantic Treaty regarding the Status of Forces (NATO SOFA) of 19 June 1951, and the Supplementary Agreement to the NATO Status of Forces Agreement as of 18 March 1993 with Respect to Forces Stationed in the Federal Republic of Germany,

considering that it is in the interest of both Parties to support mutual co-operation, interoperability and, subject to each Party's laws and regulations to dispatch liaison personnel to relevant agencies of the other Party,

hereby agree to this Agreement regarding the assignment of individuals to serve as Liaison Persons between them:

Article I
Definitions

In addition to any terms defined in other provisions of this Agreement, the following terms shall have the following meanings when used herein:

1. "Classified Information" means official information of a Party that requires protection in the interests of national security of such Party and is so designated by the application of security classification markings.
2. The Parties may establish the position of a "Contact Officer/Sponsor" according to their prerequisites. In this case "Contact Officer/Sponsor" means an official designated to facilitate and co-ordinate all contacts, requests for information, consultations, access, support requirements and other activities of foreign liaison officers who are assigned to, or are visiting, host party component or subordinate organization.
3. Where the United States of America are the Host Party "Controlled Unclassified Information" means unclassified information of the Party to which access or distribution limitations have been applied in accordance with applicable national laws or regulations of the Party. Whether the information is provided or generated under an Agreement, the information shall be marked to identify the fact that it was disclosed "in confidence". The category of information could include information, which has been declassified, but remains controlled.
4. "Host Government" shall mean the national government of the Host Party.
5. "Host Party" shall mean the Party to which the Liaison Person acts as a liaison pursuant to an assignment by a Parent Party under Article III.
6. "Liaison Officer" shall mean a military officer or a civilian employee of a Party who, pursuant to Article III of this Agreement, is assigned by such Party to act as its representative to the other Party in connection with the purposes described in Article II of this Agreement.
7. "Parent Government" means the national government of the Parent Party.
8. "Parent Party" means the Party that assigns a Liaison Officer pursuant to Article III.

Article II

Purpose

(1) The purpose of this Agreement is to define the general terms governing the dispatch of Liaison Officers to the Host Parties of the Host Governments.

(2) Each dispatch of a Liaison Officer will be mutually agreed by the Parties concerning kind, duration and content in a Supplement to this Agreement.

(3) Upon the establishment of the Liaison Officer position at the respective Host Party, this Agreement and the respective Supplement will specify the concrete tasks of the Liaison Officer. The establishment of each Liaison Officer position under this Agreement shall be based upon the demonstrated need for and the mutual benefit of this position to the Parties.

Article III

Scope

Once established, each Liaison Officer position shall be subject to periodic review by either Party to ensure that the position continues to be required by and is of mutual benefit to the Parties. The Parties agree that a Liaison Officer position no longer required by or of mutual benefit to either Party shall be subject to elimination. Commencement of such an assignment shall be subject to any requirements that may be imposed by the other Party regarding formal certification or approval of the foreign Liaison Officer. Unless otherwise mutually determined, the normal tour of duty for a Liaison Officer shall be three (3) to six (6) years. An individual may serve as a Liaison Officer to one military command or agency, unless otherwise agreed in individual cases. The Liaison Officer may request visit authorization to a site outside his or her certification or approval in accordance with host nation procedures.

Article IV

Authorized Activities and Tasks

- (1) The designation of the Liaison Officer, the determination of the date on which he or she is to start duty as well as further description of the contents of his or her tasks will be mutually agreed by the Parties or the agencies authorized by them to supplement the Agreement.
- (2) The Liaison Officer will represent the Parent Party to the Host Party. The Liaison Officer shall not perform duties reserved by the laws or regulations of the Host Nation to officers or employees of the Host Nation. He or she shall be required to comply with relevant Host Nation policies, procedures, laws and regulations. The Host Party will provide guidance concerning such policies, procedures, laws and regulations. The Host Party ensures that the activities of the Liaison Officer are consistent with such requirements and the purposes of this Agreement, as necessary.
- (3) The Liaison Officer shall be granted access to technical data or information of the Host Party, whether classified or otherwise controlled, only as authorized by the Host Party. All information to which the Liaison Officer is granted access while serving as a liaison to the Host Party shall be treated as information provided to the Parent Government, in confidence, and shall not be further released or disclosed by the Liaison Officer to any other person, firm, organization, or government without the prior written authorization of the Host Government.
- (4) The Parent Party shall remove their Liaison Officer from duty assignments in which direct hostilities with forces of third states are likely to occur or have commenced, unless retention is expressly approved by both Parties. The Liaison Officer must not take part in the preparation and execution of operations of the Host Party (e.g. combat operations or police actions or operations to maintain internal order) in which the Parent Party does not want to get involved.
- (5) The Liaison Officer is permitted to observe exercises with the consent of the Host Party. The Liaison Officer is permitted to participate in exercises, deployments on the territory of the Host Party, or civil-military actions, only when expressly authorized to do so by both the Host

and Parent Parties. The Liaison Officer is permitted to take part in activities of the Host Party in third countries only when expressly authorized to do so by both the Host Party and the Parent Party and by the third country on request of the Host Party and when all the Host and the Parent Party and the third country agreed expressively on financial and liability questions.

(6) The Liaison Officer shall comply with the dress regulations of the Parent Party but, if requested by the Host Party, shall also wear such identification, as may be necessary to identify the Liaison Officer's nationality, rank and status as a Liaison Officer. The order of dress for any occasion shall be that which most closely conforms to the order of dress for the particular unit of the Host Party, which the Liaison Officer is serving.

(7) At the end of a Liaison Officer's tour, or as otherwise agreed by the Parties, the Parent Party may replace the Liaison Officer with another individual who meets the requirements of this Agreement. Such replacement shall be subject to any certification or approval requirements imposed under the laws and regulations of the Host Party applicable under this Agreement.

Article V Qualifications and Status

(1) The Parent Party will select the Liaison Officer in agreement with the Host Party. The selected person shall have:

- appropriate training, education and professional experience to fulfil the tasks of the designated position,
- sufficient command of the language of the Host Party, and
- the required Parent Party security clearances.

The supplements to this Agreement may foresee changes or additions to these selection criteria.

(2) The Host Party's certification or approval of an individual as a Liaison Officer shall not bestow diplomatic or other special privileges on that individual.

Article VI Financial Arrangements

(1) The Parties have established the following financial arrangements:

a) Office Facilities and Equipment. The Host Party shall provide such office facilities comparable to those provided host nation officers of equivalent grade and status to the extent possible and equipment as may be necessary for the Liaison Officer to fulfil the purpose of this Agreement, subject to reimbursement by the Parent Party for the cost of the Liaison Officer's use of such facilities at rates determined by the Host Party. Reimbursement will be accomplished according to procedures established by the Host Government.

b) Pay & Allowances. The Parent Party will, with respect to Liaison Officers and their dependents' and personal property, retain responsibility throughout the period of assignment for all pay, allowances, services, benefits, indemnities, and other reimbursements, for which the Parent Party is financially responsible .

c) Transportation and Travelling Expenses, Permanent Relocation, and Temporary Duty.

aa) The Parent Party shall:

(1) arrange the transportation of Liaison Officers and their dependents to the applicable location in the Receiving State, their return on completion or termination of liaison duty, and pay all related costs and expenses, to which Liaison Officers are entitled by the laws and regulations of the Sending State;

(2) pay all transportation costs, including personal financial entitlements, for a permanent move of a Liaison Officer and dependents in the Receiving State that is requested by the Parent Party and is consented to by both Parties;

(3) pay the costs of transportation, travel allowances and other expenses in connection with any Liaison Officer's temporary duty travel authorized by and in the interests of the Parent Party.

bb) In cases in which the Parties agree in advance that the travel is in the best interest of the Host Party, the Host Party shall make all arrangements and pay the costs of transportation, travel allowances and other expenses in connection with such Liaison Officer temporary duty travel authorized by and in the interest of the Host Party, in accordance with the regulations and rates of the Host Party.

d) Meals and Accommodations. The Host Party may provide family or single quarters for Liaison Officers, and their dependants, and messing facilities for Liaison Officer, if available, on the same basis and to the same extent that it provides these amenities for their own personnel, subject to payment by the Liaison Officer. In any case, the Host Party will render all practicable assistance in locating and obtaining suitable housing for Liaison Officers and their dependants, as appropriate. Liaison Officers shall bear the costs of accommodation. If applicable, in addition to rent, they will bear any incidental costs which are not included in rental rates such as heating, gas, water, power, garbage disposal, etc. Any charges for public quarters provided to Liaison Officers, including charges assessed for certain personal services such as laundry and linen services will be billed by the Host Party directly to the Liaison Officer concerned.

e) Medical and Dental Care. Liaison Officers and their dependents, will receive medical and dental care subject to the provisions of the Agreement between the Federal Ministry of Defense of the Federal Republic of Germany and the Department of Defense of the United States of America concerning Medical Care for Members of the Armed Forces and their Dependents of 8 April 1992 as amended.

f) Injuries or Death. In the event of injuries to, or death of Liaison Officer, the Host Party shall submit casualty reports through the appropriate channels to the Parent Party authority. Subject to national laws, any reports and/or investigations conducted by the Host Party concerning a casualty will be made available to the Parent Party through the applicable authority. The Parent Party shall pay the cost of burial and other expenses incidental to the deaths of their own Liaison Officer and the Liaison Officer's dependents, including cost of repatriation of remains and personal property.

(2) The financial responsibilities of each Participant under this Agreement shall be subject to the authorization and availability of funds.

Article VII

Security

(1) The Host Party shall establish the maximum substantive scope and classification levels within which the disclosure of any classified information or controlled unclassified information to the Liaison Officer will be permitted. The Host Party shall inform the Parent Party of the level of security clearance required permitting the Liaison Officer accesses to such information. The Liaison Officer's access to such information and facilities shall be consistent with the purposes of this Agreement (as expressed in Article II) and the provisions of this Article and any other agreement between the Parties or their governments concerning access to such information and facilities.

(2) Each Party shall cause security assurances to be filed, usually through the Embassy of Germany in Washington, D.C., in the case of German personnel, and through the U.S. Embassy in Germany, in the case of United States personnel, stating the security clearances for the Liaison Officer being assigned by such Party. The security assurances shall be prepared and forwarded in compliance with established Host Party procedures.

(3) The Parent Party shall ensure that each assigned Liaison Officer is fully cognizant of applicable laws and regulations concerning the protection of proprietary information (such as patents, copyrights, know-how, and trade secrets), classified information and controlled unclassified information disclosed to the Liaison Officer. This obligation shall apply both during and after termination of an assignment as a Liaison Officer.

(4) The Liaison Officer will comply with the military security provisions of the Host Party. Apart from that, he or she will recognize and respect the directives of the Host Party under which access to certain classified or controlled unclassified information can be denied. Any violation of security procedures by a Liaison Officer during his or her assignment shall be reported to the Parent Party for appropriate action. Upon request by the Host Party, the Parent Party shall remove any Liaison Officer who violates security laws, regulations, or procedures during his or her assignment.

(5) All classified information made available to the Liaison Officer shall be considered to be classified information furnished to the Parent Party, and shall be subject to all provisions and safeguards provided for under the General Security of Information Agreement between the Governments of the United States of America and the Federal Republic of Germany, dated 23 December 1960 as amended.

(6) The Liaison Officer shall not take custody of classified information or controlled unclassified information in tangible form (for example, documents or electronic files), except as expressly permitted by the terms of the formal certification or approval of the Liaison Officer and as authorized by the Parent Government.

(7) The responsibilities of the Liaison Officer and the Parent Party with respect to classified or controlled unclassified information disclosed by the Host Party in connection with this Agreement shall survive termination or expiration of this Agreement.

Article VIII

Technical and Administrative Matters

(1) To the extent authorized by the laws and regulations of the Host Government, and in accordance with Article VI of this Agreement, the Host Party shall provide such administrative support as is necessary for the Liaison Officer to fulfil the purposes of this Agreement, subject to reimbursement by the Parent Party.

(2) Consistent with the laws and regulations of the Host Government and this Agreement, the Liaison Officer shall be subject to the same restrictions, conditions, and privileges as Host Party personnel of comparable rank and in comparable assignments. Nothing herein shall limit any exemption from taxes, customs or import duties, or similar charges available to the Liaison Officer or the Liaison Officer's dependents under applicable laws and regulations or any international agreement between the Host Government and the Parent Government.

(3) The Parties shall determine normal working hours for the Liaison Officer that are consistent with the customs and requirements of both Parties. The Liaison Officer may observe the holiday schedule of either the Parent Party or the Host Party, as mutually determined. The Liaison Officer's entitlement to passes, leave and vacation shall be determined by the laws and regulations of the Parent Party, but the Parent Party shall ensure that the Host Party is informed as far in advance as possible of any absences of the Liaison Officer.

(4) If authorized by the laws and regulations of the Host Party, the Host Party shall extend to the Liaison Officer, and the Liaison Officer's dependents, the same purchasing and patronage privileges at military commissaries, exchanges, theatres and similar morale and welfare activities as are extended to equivalent personnel of the Host Party. This provision shall not,

however, limit privileges set forth elsewhere in the Agreement or other privileges granted by the Host Party, at its discretion, with the consent of the Parent Party, nor require the Host Party to extend privileges that, under applicable law or regulations, are not available to the Liaison Officer or the Liaison Officer's dependents.

(5) Unless otherwise agreed by the Parties, the Liaison Officer shall reside within commuting distance from the Host Party unit or office with which the Liaison Officer is serving as a liaison.

(6) The Parent Party shall ensure that the Liaison Officer and the Liaison Officer dependents have all documentation required by the Host Government for entry into, and exit out of, the country of the Host Government at the time of such entry or exit.

(7) The Liaison Officer and the Liaison Officer's dependants shall not bring firearms of any kind into the country of the Host Party unless authorized to do so by the responsible Host Government authority.

(8) The Parent Party shall ensure that the Liaison Officer and those dependents accompanying the Liaison Officer in the Receiving State, will obtain motor vehicle liability insurance coverage for any privately owned motor vehicle in accordance with applicable laws and regulations of the Host Government, or the political subdivision of the country of the Host Party in which the Liaison Officer is located.

Article IX

Claims

Liabilities and compensation for damage arising from the implementation of this Agreement shall be governed by Article VIII of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of Forces (NATO SOFA) of 19 June 1951 and the Supplementary

Agreement to the NATO Status of Forces Agreement as of 18 March 1993 with Respect to Forces Stationed in the Federal Republic of Germany as applicable.

Article X

Chain of Command, Discipline and Removal

- (1) The Liaison Officer remains under the command and control of his national chain of command.
- (2) Criminal and civil jurisdiction over Liaison Officers and their dependents shall be exercised in accordance with the Agreement between the Parties to the North Atlantic Treaty regarding the Status of Forces (NATO SOFA) of 19 June 1951, and the Supplementary Agreement to the NATO Status of Forces Agreement as of 18 March 1993 with Respect to Forces Stationed in the Federal Republic of Germany, as applicable.
- (3) The certification or approval of a Liaison Officer may be withdrawn, modified or curtailed at any time by the Host Party for any reason, including, but not limited to, the violation of the regulations or laws of the Host Party or the Host Government. In addition, at the request of the Host Party, the Parent Government shall remove the Liaison Officer from the territory of the Host Country. The Host Party shall provide an explanation for its removal request, but a disagreement between the Parties concerning the sufficiency of the Host Party's reasons shall not be grounds to delay the removal of the Liaison Officer. If so requested by the Host Party, the Parent Party may replace any Liaison Officer removed under this Section, provided the replacement meets the requirements of this Agreement.
- (4) The Liaison Officer will follow the lawful orders issued by a person authorized to give orders within the special area of responsibility of the Host Party provided the orders are related to the Liaison Officer's area of responsibilities.

(5) Within the scope of the special responsibilities assigned to him or her, the Liaison Officer will be authorized to give guidance to Host Party personnel detailed to work with him or her.

(6) A Liaison Officer has no disciplinary powers over military or civilian personnel of the Host Party.

Article XI

Settlement of Disputes

Disputes arising under or relating to this Agreement shall be resolved only through consultations between the Parties and shall not be referred to an individual, national or international tribunal, or to any other forum for settlement, except as mutually agreed to.

Article XII

Entry Into Force; Amendment, Duration and Termination

(1) This Agreement may be amended at any time with the mutual written consent of the Parties.

(2) In event of a conflict between a Supplement to this Agreement and the Agreement, the Agreement shall prevail. In the event of a conflict between this Agreement and an applicable Status of Forces Agreement, the Status of Forces Agreement shall prevail.

(3) Either Party may withdraw from the Agreement upon presentation of 12 months written notice to the other Party. Such notice will be the subject of immediate consultation by the Parties to decide upon the appropriate course of action to effect withdrawal, the following rules will apply: The withdrawing Party shall continue participation, financial or otherwise, up to the effective date of withdrawal. Each Party shall pay the costs it incurs as a result of withdrawal, including those costs for which it is responsible to reimburse the other Party un-

der the provisions of this Agreement. All information received under the provisions of this Agreement, prior to its withdrawal, shall be retained by the Parties, subject to the provisions of this Agreement.

(4) The respective rights and responsibilities of the Parties under Article VII (Security) shall continue, notwithstanding the termination or expiration of this Agreement.

(5) This Agreement prevails previous liaison personnel regulations in agreements between the Parties, i.e. in:

- The Agreement between the Department of the Army of the United States of America and the Federal Minister of Defense of the Federal Republic of Germany concerning the Tasks and Responsibilities of Army Liaison Elements of 14 February 1992,
- The Interim Agreement between the Commander-in-Chief, United States Army, Europe, and Seventh Army and the Commander-in-Chief, German Army Forces Command signed on 8 July 1994,
- The Memorandum of Agreement between the Federal Ministry of Defense of the Federal Republic of Germany and the Department of Defense of the United States of America as represented by the United States European Command to establish the offices of a German Liaison Officer to the Headquarters of the United States European Command, and a United States European Command Liaison Officer to the Federal Ministry of Defense of 12 July 1996, as amended by Exchange of Letters of 19 and 29 December 1997,
- Agreement Between the Department of the Army of the United States of America and the Federal Ministry of Defense of the Federal Republic of Germany presented by the Federal Office of Military Technology and Procurement Concerning the Stationing of a Liaison Person at the United States Army Simulation, Training and Instrument Command of 29 May 1995.

It shall not cover such personnel that are serving in the framework of specific projects under liaison provisions explicitly determined by the underlying specific agreement or personnel serving in the framework of a co-operative program or multinational program, an existing Foreign Military Sales Agreement or personnel serving on the basis of exchange agreements.

(6) This Agreement shall enter into force upon signature.

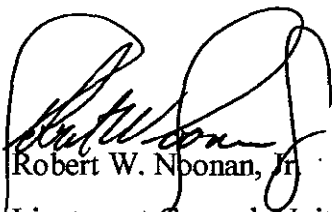
Done in two originals, each in the English and German languages, both texts being equally authentic.

Washington, 6 DEC 2001

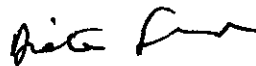
Bonn, OCT 30 2001

For the Department of Defense of the
United States of America

For the Federal Ministry of Defense
of the Federal Republic of Germany

A handwritten signature in black ink, appearing to read 'Robert W. Noonan, Jr.', written over a printed name.

Robert W. Noonan, Jr.
Lieutenant General, United States Army
Deputy Chief of Staff for Intelligence

A handwritten signature in black ink, appearing to read 'Dieter Fleck', written over a printed name.

Dr. Dieter Fleck
Director, International Agreements
and Policy